

**PROFESSIONAL SERVICES AGREEMENT FOR CORRECTIVE MEASURES,
ENVIRONMENTAL PERMITTING, AND CONSTRUCTION ADMINISTRATION/
CONSTRUCTION INSPECTION SERVICES FOR THE CLOSURE OF THE PRINCETON
SANITARY LANDFILL**

THIS AGREEMENT (“Agreement” or “agreement”) is by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and T&M ASSOCIATES, 200 Century Parkway, Suite B, Mount Laurel, New Jersey 08054 (hereinafter referred to as "CONSULTANT").

WITNESS

WHEREAS, PRINCETON desires to obtain corrective measures, environmental permitting, and construction administration/construction inspection services in connection with the closure of the Princeton Sanitary Landfill; and

WHEREAS, on May 6, 2025, CONSULTANT provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit B hereto; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. **Scope of Services.**

- a. In consideration for payment of the cost set forth in Section 3 below, CONSULTANT shall use its best efforts to perform professional services and other related duties as set forth in the CONSULTANT’S proposal, a copy of which is attached hereto as Exhibit B and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT’S proposal and this Agreement, the terms of this Agreement shall control.

2. **Contract Term.**

- a. This Agreement shall become effective upon the date of the final signature below.
- b. This Agreement shall be authorized for the length of time necessary for the completion of the actual construction pursuant to N.J.S.A. 40A:11-15 (9), unless terminated sooner pursuant to the termination provisions set forth in subsection 2c. below.
- c. The Agreement may be terminated by either party, by giving thirty (30) days advanced written notice to the other, to the address as set forth on page 1 above.

3. Compensation; Manner of Payment.

- a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed three hundred twelve thousand, four hundred fifty-three dollars and zero cents (\$312,453.00), subject to annual budgetary appropriations.
- b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit B. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.
- c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of invoice and an audited and approved signed voucher.

4. Terms and Conditions.

- a. CONSULTANT shall take note of and comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 regarding Affirmative Action/ Equal Employment Opportunity and the Americans with Disabilities Act. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.
- b. CONSULTANT shall take note of and comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44 et seq.) regarding Business Registration and Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
- c. The Terms and Conditions printed on the purchase order issued by PRINCETON to CONSULTANT shall be incorporated into this agreement per the attached Exhibit D.

5. Political Contributions.

- a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$200.00), in the one (1) year period preceding the award of this Agreement nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
- b. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission

(ELEC) pursuant to N.J.S.A. 19:44A-20.27 if CONSULTANT receives in a calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity. It is CONSULTANT'S responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

6. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured and as the certificate holder on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.
- c. It is also agreed that the acceptance of the final payment by the CONSULTANT shall be considered as a release in full of all claims against PRINCETON arising out of or by reason of performance or non-performance of the CONSULTANT'S obligations under this contract.

7. Complete Agreement.

- a. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

(signatures appear on following page)

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

**PRINCETON, a municipal corporation of
the State of New Jersey**

By: _____
Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

Date: _____

Date: _____

WITNESS:

T&M ASSOCIATES

By: _____

By: _____
Authorized Representative

Date: _____

Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**



PRIN00030

May 6, 2025

Ms. Deanna Stockton, P.E., C.M.E.
Municipal Engineer
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

**RE: Landfill Corrective Measures – Construction Services
Princeton Sanitary Landfill – Facility ID No. 132295
(Block 503, Lots 2 and 4)**

Dear Ms. Stockton:

T&M Associates (T&M) is providing this request for additional funds for our additional efforts required for revisions related to the engineering design, plan preparation and approvals for corrective measures required for the proper closure of the Princeton Sanitary Landfill as well as construction services. Attached to this request is an invoice for the project which presents the total effort and descriptions of the additional efforts for Change Order #6. The invoice is provided for your review and approval.

BACKGROUND

The Municipality of Princeton (Princeton) is responsible for managing and maintaining the former municipal landfill, Princeton Sanitary Landfill, located off River Road in accordance with the Landfill Closure and Post Closure Plan required by the New Jersey Department of Environmental Protection (NJDEP), Division of Sustainable Waste Management (DSWM). As part of the required landfill closure plan, this project is the design and implementation of several corrective actions to repair the landfill cap and to improve drainage conditions at the site. These actions comprise the Corrective Action Plan (CAP) for the landfill.

The corrective actions are subject of several NJDEP enforcement notices including the following:

- March 21, 2019, Technical Notice of Deficiency (TNOD) by the Department regarding the Corrective Action Plan (CAP).
- August 12, 2019, Notice of Violation (NOV) by the Department regarding site conditions and the CAP actions.
- September 14, 2023, Technical Notice of Deficiency (TNOD) by the Department regarding site conditions and the CAP actions.

T&M has been assisting Princeton with the ongoing project for the design of proposed repairs of an existing erosional feature and side slopes at the Princeton Landfill. Since the original agreement between the Princeton and T&M, several agreement amendments have been received. The last agreement modification, Princeton PO#35169 Resolution 21-69, included the revision and submission of regulatory applications to the NJDEP Division of Land Resource Protection (DLRP),



bidding services and a stormwater analysis of and open channel design which resulted in several revised designs and regulatory submissions as documented in the “Additional Work” as described below.

On November 10, 2021, Princeton received an approval from the NJDEP DLRP for the CAP. However, since that time, additional comments have been received by the MCSCD and the DSWM which required a revised design of the CAP after the approval was issued by NJDEP. MCSCD reviewed and provided comments on the NJDEP DLUR approved design which resulted in a subsequent revised design of the drainage channel, revisions to the stormwater and stability calculations, and expansion of the scope of the project. Essentially, the SCD did not accept the NJDEP approved design, based on the velocity of the stormwater exceeding their requirements, which required a complex redesign and multiple meetings.

The revised design of the corrective measure called for the eroded areas of the landfill to be filled, and a defined and stabilized swale to be constructed, to safely convey stormwater runoff to the wooded area east of the landfill. In addition, the NJDEP DLRP requested the swale cross section be designed to incorporate vegetative cover in accordance with riparian standards.

Since the September 2022, T&M has finalized the following additional tasks to complete the design of the CAP and swale and to satisfy all the agencies. T&M is requesting this contract modification be approved for all additional engineering and agency approval efforts undertaken beyond the current scope of agreement(s).

A.) LANDFILL CORRECTIVE MEASURES - ADDITIONAL SCOPE OF WORK

T&M has performed work beyond the January 26, 2021 (Princeton PO#35169 Resolution 21-69) proposal defined scope. This work includes the following:

TASK 1: REVISED DESIGN OF CORRECTIVE MEASURES

The additional efforts included revisions to the plan sheets, and new stormwater and stability calculations. This required meetings and coordination with the various agencies.

T&M utilized the previously developed stormwater runoff model to determine the rate of flow generated by the 100-year storm flow as the design basis for drainage channel and designed the feature based on the stability of the channel and per the SCD requirements. Additionally, T&M revised the stormwater runoff model to also address the NJDEP’s new flood hazard area rainfall calculations.

T&M revised the corrective action plans to address MCSCD, and NJDEP DSWM, as well as the additional comments received from Princeton. The design underwent a total of three (3) rounds of revised designs to address the required cross-section data, conveyance calculations, channel design and stabilization calculations to reduce velocities through the erosional feature over the entirety of landfill cap.

This effort resulted in \$106,547.39.



TASK 2: REVISE AND SUBMIT REGULATORY APPLICATIONS

Based on the revised corrective action design, T&M revised and submitted applications to the following agencies to obtain permit approvals:

T&M provided the various authorities with the updated plans for review and comment. The various submissions and distributions as identified below:

- NJDEP DLRP update submission March 9, 2023
- Mercer County Soil Conservation District update submission March 23, 2023
- Mercer County Soil Conservation District update submission August 21, 2023
- NJDEP DLUR update submission August 30, 2023
- Mercer County Soil Conservation District update submission January 17, 2024
- Mercer County Soil Conservation District update submission February 5, 2024

T&M prepared updated submissions to the MCSCD for Soil Erosion and Sediment Control Plan Certification. The application was submitted to the MCSCD pending comments from all other regulatory agencies. Three (3) rounds of submissions were made to the MCSCD to address various comments, along with two (2) rounds of submissions to the NJDEP DLRP and DSWM as well as Solid Waste. Note that the NJDEP application fee of \$6,450.00 will be absorbed by T&M Associates due to errors and omissions.

In addition, T&M coordinated and attended two (2) NJDEP Office of Permitting and Project Navigation meetings with the reviewers to discuss the approach and changes that were required based on the revised designs of the CAP as well as a field meeting with NJDEP Solid Waste and Water Quality.

This effort resulted in \$90,690.89.

TASK 3: CLOSURE/POST-CLOSURE CARE PLAN AND CORRECTIVE ACTION PLAN

As noted above, the landfill has been closed and must comply with the approved Closure/Post Closure Care Plan for the facility. Additional efforts to address the NJDEP DSWM solid waste closure requirements included a revision to the CAP, response to the March 2019 and September 2023 TNOD, the preparation of the Solid Waste Facility Application for the revised Closure and Post Closure Plan, and the submission of a Major Disruption Permit application to construct the CAP. Efforts associated with the submission of the NJDEP DSWM applications and responses to the TNODs include:

- NJDEP DSWM CAP Amendment submission May 5, 2023
- NJDEP DSWM CAP TNOD submission May 5, 2023
- NJDEP DSWM Solid Waste Facility application submission May 5, 2023
- NJDEP DSWM update submission August 30, 2023
- NJDEP DSWM update submission January 17, 2024



This effort resulted in \$26,874.55.

B.) PERMIT FINALIZATION / PREPARATION OF SPECIFICATIONS

In addition to the effort above, we spent significant effort coordinating with NJDEP Land Use, Solid Waste and Flood Hazard Departments to coordinate the approval of the project. As you are aware, the NJDEP review is complete, and the permit issuance is anticipated within two weeks.

As a portion of this task, we also began the preparation of the project specifications. This additional effort was not included in our original scope and is required for the bidding of the project. The preparation of the technical specifications was preformed in advance of Municipal approval in preparation of advancing the project to construction. We will finalize the specifications and will provide them to the Municipality for review in combination with Princeton's front-end specifications.

This effort resulted in \$19,500.00.

C.) CONSTRUCTION ADMINISTRATION / CONSTRUCTION INSPECTION SERVICES

TASK C.1 BID PHASE SERVICES

T&M will prepare final contract documents, send publication requests to newspapers identified by the Municipality. As determined by the municipality T&M can provide copies of bid documents to the Municipality for distribution or provide bid documents directly to perspective bidders. T&M will respond to questions from prospective bidders during the bid period, issue addenda as required, assist in conducting the bid opening, review bids, review the qualifications of low bidder, advise the Municipality of our findings, and provide our recommendation.

Following acceptance of the bids by the Municipality, we will notify all bidders of the bid results, return the bid bonds of unsuccessful bidders, and prepare the construction contract for signature by the successful bidder.

TASK C.2 CONSTRUCTION PHASE ENGINEERING SERVICES

T&M will provide Construction Administration and Inspection Services on the project. Our goal is always to confirm that the work is in general conformance with the plans, specifications, approved submittals, permit conditions, stipulations and regulations. T&M will communicate actively with Princeton and all entities associated with the project to completion. We will assign roles to personnel that are competent and have the requisite experience, expertise and training.

T&M will provide a Project Manager (PM) responsible for overall onsite performance of our staff and monitoring our work product for compliance with associated regulations, procedures and protocols. We will provide a Resident Engineer (RE), a licensed PE in NJ with a NICET Level IV



certification, who will spend his effort most days providing office support and supervising our daily inspection services. Our proposed Construction Inspector (CI) is a NICET III certified road and highway inspector and holds NJSAT, ACI and OSHA Training certifications. Our CI will be onsite when critical construction operations are being performed.

TASK C.3 PROJECT OVERSIGHT & SITE INSPECTION

T&M will provide the following construction inspection and oversight services for this project:

- **Site Inspection.** T&M site inspector will be on site to ensure work is being completed in accordance with the contract documentation and immediately address any issues that may arise. We will also have a part-time Resident Engineer assigned to provide office support and make site visits as needed. **For the purpose of this proposal, we assumed that this project will take 90 days to complete.**
- **Field Changes.** Any major field change must be authorized by Princeton prior to being performed. Any work that varies from the plans needs Princeton's approval, including a reason for the change, cost implications and a revised drawing.
- **Materials Testing.** The Contractor will be responsible for providing testing services for concrete, asphalt, compaction, etc. as required by Princeton. T&M will oversee the testing in the field and will be available to review the testing reports.
- **Pre-Construction & Progress Meetings.** T&M will conduct a Pre-Construction Meeting and on-site Progress Meetings with the Contractor, Princeton and other personnel involved in day-to-day operations to discuss contract progress, schedule updates and any other project related issues. Progress Meetings will be conducted on a bi-weekly basis or as requested.

TASK C.4 CONSTRUCTION CERTIFICATION TO NJDEP DSHW

T&M will prepare a certification letter to the NJDEP, with an accompanying an as-built Site Plan. For this proposal, T&M has assumed that the contractor or their surveyor will provide an as-built drawing in AutoCAD format. These changes will be verified by T&M in the field. The certification to the NJDEP will be prepared to meet the requirements of N.J.A.C. 7:26-2A.9(c)6. The certifying letter and as-built plan will be sign and sealed by a New Jersey licensed Professional Engineer. A copy of the certifying documents will be provided to the municipality.

SCHEDULE OF FEES

All professional services described in the Additional Work Scope Services provided above are presented and billed on a time and materials basis.

A.) LANDFILL CORRECTIVE MEASURES - ADDITIONAL SCOPE OF WORK

The total additional effort to perform these activities is **\$224,112.83**. Based on our discussion(s), T&M Associates will reduce this fee by **\$74,112.83** to a revised total of **\$150,000.00** based on the following:



Our backup for this effort (prebill with hours and rates) is attached for your review and approval.

B.) PERMIT FINALIZATION / PREPARATION OF SPECIFICATIONS

The total additional effort to preform this task is **\$19,500.00.**

C.) CONSTRUCTION ADMINISTRATION / CONSTRUCTION INSPECTION SERVICES

The total additional effort to preform this task is **\$142,953.00.**

TOTAL Requested Fee: \$312,453.00

We look forward to continuing our professional relationship with Princeton on this project as we are close to obtaining all approvals from the agencies. Please contact us if you have any questions or comments regarding this request.

Very truly yours,

T & M ASSOCIATES

KRISTOPHER J. KRZYSTON
VICE PRESIDENT / NORTHEAST REGIONAL MARKET
LEADER

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, C.315 (N.J.S.A. 52:32-44) requires VENDOR (also "CONTRACTOR") to provide PRINCETON with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A Subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to PRINCETON as provided above. No Contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with PRINCETON unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. PRINCETON will retain the proof of business registration in an alphabetical file.
3. CONTRACT shall maintain and submit to PRINCETON a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

TERMS & CONDITIONS**EXEMPTION**

Princeton is exempted by statute from payment of all Federal, State, and Municipal excise, sales and other taxes.
FEDERAL I.D. 30-0746654

LEGAL REQUIREMENTS

The vendor agrees to comply with all statutes, rules and regulations and orders set forth by the State of New Jersey, Federal Government, and ordinances of Princeton.

STATE REQUIREMENT (BUSINESS REGISTRATION REQUIREMENT)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292

AUTHORIZATION TO PROCEED

Princeton shall not be responsible for materials delivered or services performed delivered without authority of its written order and properly signed and executed by authorized Princeton official (s).

QUALITY & QUANTITY

All materials or services furnished on this order must be as specified, and subject to Princeton officials' inspection and approval within a reasonable time after delivery at destination. Materials other than specified will be returned at the order must not be substituted without the review and approval of authorized Princeton official(s). Materials rejected will be returned at the vendor's risk and expense. Quantities and unit prices specified must be adhered to. In case of a change, it first requires Princeton approval or it will be paid at the quoted price and quantity.

ASSIGNMENT

Neither party shall assign or transfer this order or any interest therein or monies payable thereunder without the written consent of the other party and any assignment made without such consent shall be null and void, except that Princeton may assign this order and its interest therein to any affiliated corporation or to any corporation succeeding to Princeton's business without consent of vendor.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2** or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27**.